

# EXHIBIT A

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CASE #: 22-2-15880-8 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
COUNTY OF KING

REBECCA STELMAN, MARK OCHOA, IAN  
COLEMAN, CAITLYN HOLLERBACH, LOUIS  
WEATHERSTON, DEMETRIES WRIGHT, JONAS  
NYARIS, JANNI SAMUEL, MAIRA HERNANDEZ,  
and LINDSAY MOORE, individually and on  
behalf of all others similarly situated;

Plaintiffs,

v.

AMAZON.COM INC.; AMAZON LOGISTICS,  
INC.; TEM EXPRESS LOGISTICS LLC dba TEMEX  
LOGISTICS and TEML, a Washington limited  
liability company; TORITSE ORUBU,  
individually and on behalf of the marital  
community composed of TORITSE ORUBU  
and J. DOE ORUBU; BUTCHIE BOY  
PRODUCTIONS, INC. d/b/a EXSELON, a  
Washington corporation; JEFFREY BUTCHER,  
individually and on behalf of the marital  
community composed of JEFFREY BUTCHER  
and KATHRYN BUTCHER; KATHRYN BUTCHER,  
individually and on behalf of the marital  
community composed of KATHRYN BUTCHER  
and JEFFREY BUTCHER; ASTEROIDS GROUP  
LLC dba ASTG, a Washington limited liability  
company; KINGSLEY ONUCHUKWU,  
individually and on behalf of the marital  
community composed of KINGSLEY  
ONUCHUKWU and J. DOE ONUCHUKWU;  
ANAHIT MANUKYAN, individually and on  
behalf of the marital community composed of  
ANAHIT MANUKYAN and J. DOE MANUKYAN;

NO.

**CLASS ACTION COMPLAINT**

**JURY DEMAND**

1 BENCHMARK TRANSPORT, LLC, a Washington  
 2 limited liability company; DAMIEN WAGNER,  
 3 individually and on behalf of the marital  
 4 community composed of DAMIEN WAGNER  
 5 and J. DOE WAGNER; ALDEN RADONCIC (aka  
 6 ALDEN RADD), individually and on behalf of  
 7 the marital community composed of ALDEN  
 8 RADONCIC and J. DOE RADONCIC; THE TOTAL  
 9 PACKAGE LOGISTICS, LLC, a Washington  
 10 limited liability company; JEREMY FIXLER,  
 11 individually and on behalf of the marital  
 12 community composed of JEREMY FIXLER and  
 13 HEATHER FIXLER; HEATHER FIXLER  
 14 individually and on behalf of the marital  
 15 community composed of HEATHER FIXLER  
 16 and JEREMY FIXLER; NANCY LUNA,  
 17 individually and on behalf of the marital  
 18 community composed of NANCY LUNA and J.  
 19 DOE LUNA; ASLAR LOGISTICS LLC, a  
 20 Washington limited liability company; LAURA  
 21 JOHNSON, individually and on behalf of the  
 22 marital community composed of LAURA  
 23 JOHNSON and JOSHUA JOHNSON; JOSHUA  
 24 JOHNSON, individually and on behalf of the  
 25 marital community composed of JOSHUA  
 26 JOHNSON and LAURA JOHNSON; GOPLAY  
 27 LOGISTICS LLC, a Washington limited liability  
 company; TRACY PELLETT, individually and on  
 behalf of the marital community composed of  
 TRACY PELLETT and J. DOE PELLETT;  
 AVANATOR.COM LLC, a Washington limited  
 liability company; RICHARD ZECH, individually  
 and on behalf of the marital community  
 composed of RICHARD ZECH and J. DOE ZECH;  
 POLE POSITION EXPRESS LOGISTICS LLC, a  
 Washington limited liability company; DENNIS  
 HANNAH, individually and on behalf of the  
 marital community composed of DENNIS  
 HANNAH and J. DOE HANNAH; TRUE  
 MANAGEMENT LLC, a Washington limited  
 liability company; CHRISTOPHER LILLEY,  
 individually and on behalf of the marital  
 community composed of CHRISTOPHER  
 LILLEY and J. DOE LILLEY; B.B.W. HOLDINGS,

INC., a Michigan corporation; BARRY WILLIAMS, individually and on behalf of the marital community composed of BARRY WILLIAMS and J. DOE WILLIAMS; PARAGON DELIVERIES INC., a Washington corporation; and JORDAN OFFUTT, individually and on behalf of the marital community composed of JORDAN OFFUTT and J. DOE OFFUTT;

Defendants.

Plaintiffs Rebecca Stelman, Mark Ochoa, Ian Coleman, Caitlyn Hollerbach, Louis Weatherston, Demetries Wright, Jonas Nyaris, Janni Samuel, Maira Hernandez, and Lindsay Moore bring this action on their own behalf and on behalf of all others similarly situated and allege as follows:

## I. INTRODUCTION

1.1 Nature of Action. This is a joint employer wage and hour class action on behalf of drivers who have delivered packages for Amazon.com Inc. and Amazon Logistics, Inc. (the “Amazon Defendants”). Plaintiffs bring this class action against the Amazon Defendants and the following Delivery Service Providers (“DSPs”) and their agents: TEM Express Logistics LLC dba Temex Logistics and TEML; Toritse Orubu; Butchie Boy Productions, Inc. d/b/a Exselon; Jeffrey Butcher; Kathryn Butcher; Asteroids Group LLC dba ASTG; Kingsley Onuchukwu; Anahit Manukyan; Benchmark Transport, LLC; Damien Wagner; Alden Radoncic (aka Alden Radd); The Total Package Logistics, LLC; Jeremy Fixler; Heather Fixler; Nancy Luna; Aslar Logistics LLC; Laura Johnson; Joshua Johnson; GoPlay Logistics LLC; Tracy Pellett; Avanator.com LLC; Richard Zech; Pole Position Express Logistics LLC; Dennis Hannah; True Management LLC; Christopher Lilley; B.B.W. Holdings, Inc.; Barry Williams; Paragon Deliveries Inc.; and Jordan Offutt (the “DSP Defendants”). Plaintiffs allege the Amazon Defendants and DSP Defendants have engaged in a common course of failing to provide employees with the rest and meal breaks to which they are entitled; failing to ensure employees receive the rest and meal breaks to which they are



3.3 Plaintiff Ian Coleman. Plaintiff Ian Coleman is a resident of Washington State. He was jointly employed by the Amazon Defendants and Defendants The Total Package Logistics, LLC; Jeremy Fixler; Heather Fixler; Nancy Luna (as manager or owner of The Total Package Logistics, LLC); Aslar Logistics LLC; Laura Johnson; Joshua Johnson; and Nancy Luna (as manager or owner of Aslar Logistics LLC) as a package delivery driver from approximately November



Seattle.

3.7 Plaintiff Jonas Nyaris. Plaintiff Jonas Nyaris is a resident of Washington State. He was jointly employed by the Amazon Defendants and Defendants True Management LLC; Christopher Lilley; and Nancy Luna (as manager or owner of True Management LLC) as a package delivery driver from approximately 2019 to 2021. He was an employee of these Defendants for purposes of the Washington MWA, the Washington Wage Rebate Act, and the Washington rest and meal break regulations. Plaintiff Nyaris performed work for the above-identified Defendants in King County, Washington.

3.8 Plaintiff Janni Samuel. Plaintiff Janni Samuel is a resident of Washington State. She was jointly employed by the Amazon Defendants and Defendants Aslar Logistics LLC; Laura Johnson; Joshua Johnson; and Nancy Luna (as manager or owner of Aslar Logistics LLC) as a package delivery driver from approximately September 2020 to February 2021. She was an employee of these Defendants for purposes of the Washington MWA, the Washington Wage Rebate Act, and the Washington rest and meal break regulations. Plaintiff Samuel performed work for the above-identified Defendants in King County, Washington.

3.9 Plaintiff Maira Hernandez. Plaintiff Maira Hernandez is a resident of Washington State. She was jointly employed by the Amazon Defendants and Defendants B.B.W. Holdings, Inc. and Barry Williams as a package delivery driver from approximately December 2019 to February 2022. She was an employee of these Defendants for purposes of the Washington MWA, the Washington Wage Rebate Act, and the Washington rest and meal break regulations. Plaintiff Hernandez performed work for the above-identified Defendants in King County, Washington.

3.10 Plaintiff Lindsay Moore. Plaintiff Lindsay Moore is a resident of Washington State. She was jointly employed by the Amazon Defendants and Defendants Paragon Deliveries Inc. and Jordan Offutt as a package delivery driver from approximately July 2019 to January 2020. She was an employee of these Defendants for purposes of the Washington MWA, the Washington Wage Rebate Act, and the Washington rest and meal break regulations. Plaintiff



1 Moore performed work for the above-identified Defendants in King County, Washington.

2       3.11 Defendant Amazon.com Inc. Defendant Amazon.com Inc. ("Amazon.com") is a  
3 citizen of Washington with its principal place of business, headquarters, and nerve center in  
4 Seattle, King County, Washington. Defendant Amazon.com has jointly employed Plaintiffs and  
5 hundreds of other employees within the geographic boundaries of the City of Seattle and in the  
6 state of Washington.

7       3.12 Defendant Amazon Logistics, Inc. Defendant Amazon Logistics, Inc. ("Amazon  
8 Logistics") is a citizen of Washington with its principal place of business, headquarters, and  
9 nerve center in Seattle, King County, Washington. Defendant Amazon Logistics has jointly  
10 employed Plaintiffs and hundreds of other employees within the geographic boundaries of the  
11 City of Seattle and in the state of Washington.

12       3.13 Defendant TEM Express Logistics LLC dba Temex Logistics and TEMPL. Defendant  
13 TEM Express Logistics LLC dba Temex Logistics and TEMPL is a Washington limited liability  
14 company doing business in King County, Washington. Defendant TEM Express Logistics LLC dba  
15 Temex Logistics and TEMPL has jointly employed Plaintiff Rebecca Stelman and scores of other  
16 employees within the geographic boundaries of the City of Seattle and in the state of  
17 Washington.

18       3.14 Defendant Toritse Orubu. Defendant Toritse Orubu has at all relevant times been  
19 a manager or owner of Defendant TEM Express Logistics LLC dba Temex Logistics and TEMPL and  
20 has been engaged in running the company's business, managing the company's finances,  
21 determining certain employment practices, maintaining certain employment records, and  
22 exercising certain control over how the company's employees are paid and their working  
23 conditions. Defendant Orubu is a citizen of Washington. Defendant Orubu has jointly employed  
24 scores of delivery drivers within the geographic boundaries of the City of Seattle and in  
25 Washington, including Plaintiff Stelman. At all relevant times, Defendant Orubu has been  
26 married to J. Doe Orubu and did the acts complained of in pursuit of financial gain or livelihood  
27 for himself individually and on behalf of and for the benefit of his marital community.

1           3.15   Defendant Butchie Boy Productions, Inc. d/b/a Exselon. Defendant Butchie Boy  
2 Productions, Inc. d/b/a Exselon is a Washington corporation doing business in King County,  
3 Washington. Defendant Butchie Boy Productions, Inc. d/b/a Exselon has jointly employed  
4 Plaintiff Stelman and scores of other employees within the geographic boundaries of the City of  
5 Seattle and in the state of Washington.

6           3.16   Defendant Jeffrey Butcher. Defendant Jeffrey Butcher has at all relevant times  
7 been a manager or owner of Defendant Butchie Boy Productions, Inc. d/b/a Exselon and has  
8 been engaged in running the company's business, managing the company's finances,  
9 determining certain employment practices, maintaining certain employment records, and  
10 exercising certain control over how the company's employees are paid and their working  
11 conditions. Defendant Jeffrey Butcher is a citizen of Washington. Defendant Jeffrey Butcher has  
12 jointly employed scores of delivery drivers within the geographic boundaries of the City of  
13 Seattle and in Washington, including Plaintiff Stelman. At all relevant times, Defendant Jeffrey  
14 Butcher has been married to Kathryn Butcher and did the acts complained of in pursuit of  
15 financial gain or livelihood for himself individually and on behalf of and for the benefit of his  
16 marital community.

17           3.17   Defendant Kathryn Butcher. Defendant Kathryn Butcher has at all relevant times  
18 been a manager or owner of Defendant Butchie Boy Productions, Inc. d/b/a Exselon and has  
19 been engaged in running the company's business, managing the company's finances,  
20 determining certain employment practices, maintaining certain employment records, and  
21 exercising certain control over how the company's employees are paid and their working  
22 conditions. Defendant Kathryn Butcher is a citizen of Washington. Defendant Kathryn Butcher  
23 has jointly employed scores of delivery drivers within the geographic boundaries of the City of  
24 Seattle and in Washington, including Plaintiff Stelman. At all relevant times, Defendant Kathryn  
25 Butcher has been married to Jeffrey Butcher and did the acts complained of in pursuit of  
26 financial gain or livelihood for herself individually and on behalf of and for the benefit of her  
27 marital community.

1           3.18   Defendant Asteroids Group LLC dba ASTG. Defendant Asteroids Group LLC dba  
 2 ASTG is a Washington limited liability company doing business in King County, Washington.  
 3 Defendant Asteroids Group LLC dba ASTG has jointly employed Plaintiff Mark Ochoa and scores  
 4 of other employees within the geographic boundaries of the City of Seattle and in the state of  
 5 Washington.

6           3.19   Defendant Kingsley Onuchukwu. Defendant Kingsley Onuchukwu has at all  
 7 relevant times been a manager or owner of Defendant Asteroids Group LLC dba ASTG and has  
 8 been engaged in running the company's business, managing the company's finances,  
 9 determining certain employment practices, maintaining certain employment records, and  
 10 exercising certain control over how the company's employees are paid and their working  
 11 conditions. Defendant Onuchukwu is a citizen of Washington. Defendant Onuchukwu has  
 12 jointly employed scores of delivery drivers within the geographic boundaries of the City of  
 13 Seattle and in Washington, including Plaintiff Ochoa. At all relevant times, Defendant  
 14 Onuchukwu has been married to J. Doe Onuchukwu and did the acts complained of in pursuit of  
 15 financial gain or livelihood for himself individually and on behalf of and for the benefit of his  
 16 marital community.

17           3.20   Defendant Anahit Manukyan. Defendant Anahit Manukyan has at all relevant  
 18 times been a manager or owner of Defendant Asteroids Group LLC dba ASTG and has been  
 19 engaged in running the company's business, managing the company's finances, determining  
 20 certain employment practices, maintaining certain employment records, and exercising certain  
 21 control over how the company's employees are paid and their working conditions. Defendant  
 22 Manukyan is a citizen of Washington. Defendant Manukyan has jointly employed scores of  
 23 delivery drivers within the geographic boundaries of the City of Seattle and in Washington,  
 24 including Plaintiff Ochoa. At all relevant times, Defendant Manukyan has been married to J. Doe  
 25 Manukyan and did the acts complained of in pursuit of financial gain or livelihood for herself  
 26 individually and on behalf of and for the benefit of her marital community.

1           3.21   Defendant Benchmark Transport, LLC. Defendant Benchmark Transport, LLC is a  
 2 Washington limited liability company doing business in King County, Washington. Defendant  
 3 Benchmark Transport, LLC has jointly employed Plaintiff Ochoa and scores of other employees  
 4 within the geographic boundaries of the City of Seattle and in the state of Washington.

5           3.22   Defendant Damien Wagner. Defendant Damien Wagner has at all relevant times  
 6 been a manager or owner of Defendant Benchmark Transport, LLC and has been engaged in  
 7 running the company's business, managing the company's finances, determining certain  
 8 employment practices, maintaining certain employment records, and exercising certain control  
 9 over how the company's employees are paid and their working conditions. Defendant Wagner  
 10 is a citizen of Washington. Defendant Wagner has jointly employed scores of delivery drivers  
 11 within the geographic boundaries of the City of Seattle and in Washington, including Plaintiff  
 12 Ochoa. At all relevant times, Defendant Wagner has been married to J. Doe Wagner and did the  
 13 acts complained of in pursuit of financial gain or livelihood for himself individually and on behalf  
 14 of and for the benefit of his marital community.

15           3.23   Defendant Alden Radoncic (aka Alden Radd). Defendant Alden Radoncic (aka  
 16 Alden Radd) has at all relevant times been a manager or owner of Defendant Benchmark  
 17 Transport, LLC and has been engaged in running the company's business, managing the  
 18 company's finances, determining certain employment practices, maintaining certain  
 19 employment records, and exercising certain control over how the company's employees are  
 20 paid and their working conditions. Defendant Radoncic is a citizen of Washington. Defendant  
 21 Radoncic has jointly employed scores of delivery drivers within the geographic boundaries of  
 22 the City of Seattle and in Washington, including Plaintiff Ochoa. At all relevant times, Defendant  
 23 Radoncic has been married to J. Doe Radoncic and did the acts complained of in pursuit of  
 24 financial gain or livelihood for himself individually and on behalf of and for the benefit of his  
 25 marital community.

26           3.24   Defendant The Total Package Logistics, LLC. Defendant The Total Package  
 27 Logistics, LLC is a Washington limited liability company doing business in King County,

1 Washington. Defendant The Total Package Logistics, LLC has jointly employed Plaintiff Coleman  
2 and scores of other employees in the state of Washington.

3 3.25 Defendant Jeremy Fixler. Defendant Jeremy Fixler has at all relevant times been  
4 a manager or owner of Defendant The Total Package Logistics, LLC and has been engaged in  
5 running the company's business, managing the company's finances, determining certain  
6 employment practices, maintaining certain employment records, and exercising certain control  
7 over how the company's employees are paid and their working conditions. Defendant Jeremy  
8 Fixler is a citizen of Washington. Defendant Jeremy Fixler has jointly employed scores of  
9 delivery drivers in Washington, including Plaintiff Coleman. At all relevant times, Defendant  
10 Jeremy Fixler has been married to Heather Fixler and did the acts complained of in pursuit of  
11 financial gain or livelihood for himself individually and on behalf of and for the benefit of his  
12 marital community.

13 3.26 Defendant Heather Fixler. Defendant Heather Fixler has at all relevant times  
14 been a manager or owner of Defendant Heather Fixler and has been engaged in running the  
15 company's business, managing the company's finances, determining certain employment  
16 practices, maintaining certain employment records, and exercising certain control over how the  
17 company's employees are paid and their working conditions. Defendant Heather Fixler is a  
18 citizen of Washington. Defendant Heather Fixler has jointly employed scores of delivery drivers  
19 in Washington, including Plaintiff Coleman. At all relevant times, Defendant Heather Fixler has  
20 been married to Jeremy Fixler and did the acts complained of in pursuit of financial gain or  
21 livelihood for herself individually and on behalf of and for the benefit of her marital community.

22 3.27 Defendant Nancy Luna. Defendant Nancy Luna has at all relevant times been a  
23 manager or owner of Defendants The Total Package Logistics, LLC; Aslar Logistics LLC; GoPlay  
24 Logistics LLC; Avanator.com LLC; and True Management LLC and has been engaged in running  
25 the company's business, managing the company's finances, determining certain employment  
26 practices, maintaining certain employment records, and exercising certain control over how the  
27 company's employees are paid and their working conditions. Defendant Luna has jointly

3.28 Defendant Aslar Logistics LLC. Defendant Aslar Logistics LLC is a Washington limited liability company doing business in King County, Washington. Defendant Aslar Logistics LLC has jointly employed Plaintiffs Coleman and Samuel and scores of other employees in the state of Washington.

3.29 Defendant Laura Johnson. Defendant Laura Johnson has at all relevant times been a manager or owner of Defendant Aslar Logistics LLC and has been engaged in running the company's business, managing the company's finances, determining certain employment practices, maintaining certain employment records, and exercising certain control over how the company's employees are paid and their working conditions. Defendant Laura Johnson is a citizen of Washington. Defendant Laura Johnson has jointly employed scores of delivery drivers in Washington, including Plaintiffs Coleman and Samuel. At all relevant times, Defendant Laura Johnson has been married to Joshua Johnson and did the acts complained of in pursuit of financial gain or livelihood for herself individually and on behalf of and for the benefit of her marital community.

3.30 Defendant Joshua Johnson. Defendant Joshua Johnson has at all relevant times been a manager or owner of Defendant Aslar Logistics LLC and has been engaged in running the company's business, managing the company's finances, determining certain employment practices, maintaining certain employment records, and exercising certain control over how the company's employees are paid and their working conditions. Defendant Joshua Johnson is a citizen of Washington. Defendant Joshua Johnson has jointly employed scores of delivery drivers in Washington, including Plaintiffs Coleman and Samuel. At all relevant times, Defendant Joshua Johnson has been married to Laura Johnson and did the acts complained of

1 in pursuit of financial gain or livelihood for himself individually and on behalf of and for the  
2 benefit of his marital community.

3 3.31 Defendant GoPlay Logistics LLC. Defendant GoPlay Logistics LLC is a Washington  
4 limited liability company doing business in King County, Washington. Defendant GoPlay  
5 Logistics LLC has jointly employed Plaintiff Hollerbach and scores of other employees within the  
6 geographic boundaries of the City of Seattle and in the state of Washington.

7 3.32 Defendant Tracy Pellett. Defendant Tracy Pellett has at all relevant times been a  
8 manager or owner of Defendant GoPlay Logistics LLC and has been engaged in running the  
9 company's business, managing the company's finances, determining certain employment  
10 practices, maintaining certain employment records, and exercising certain control over how the  
11 company's employees are paid and their working conditions. Defendant Pellett is a citizen of  
12 Washington. Defendant Pellett has jointly employed scores of delivery drivers within the  
13 geographic boundaries of the City of Seattle and in Washington, including Plaintiff Hollerbach.  
14 At all relevant times, Defendant Pellett has been married to J. Doe Pellett and did the acts  
15 complained of in pursuit of financial gain or livelihood for himself individually and on behalf of  
16 and for the benefit of his marital community.

17 3.33 Defendant Avanator.com LLC. Defendant Avanator.com LLC is a Washington  
18 limited liability company doing business in King County, Washington. Defendant Avanator.com  
19 LLC has jointly employed Plaintiff Weatherston and scores of other employees within the  
20 geographic boundaries of the City of Seattle and in the state of Washington.

21 3.34 Defendant Richard Zech. Defendant Richard Zech has at all relevant times been a  
22 manager or owner of Defendant Avanator.com LLC and has been engaged in running the  
23 company's business, managing the company's finances, determining certain employment  
24 practices, maintaining certain employment records, and exercising certain control over how the  
25 company's employees are paid and their working conditions. Defendant Zech is a citizen of  
26 Washington. Defendant Zech has jointly employed scores of delivery drivers within the  
27 geographic boundaries of the City of Seattle and in Washington, including Plaintiff

1 Weatherston. At all relevant times, Defendant Zech has been married to J. Doe Zech and did the  
 2 acts complained of in pursuit of financial gain or livelihood for himself individually and on behalf  
 3 of and for the benefit of his marital community.

4 3.35 Defendant Pole Position Express Logistics LLC. Defendant Pole Position Express  
 5 Logistics LLC is a Washington limited liability company doing business in King County,  
 6 Washington. Defendant Pole Position Express Logistics LLC has jointly employed Plaintiff Wright  
 7 and scores of other employees within the geographic boundaries of the City of Seattle and in  
 8 the state of Washington.

9 3.36 Defendant Dennis Hannah. Defendant Dennis Hannah has at all relevant times  
 10 been a manager or owner of Defendant Pole Position Express Logistics LLC and has been  
 11 engaged in running the company's business, managing the company's finances, determining  
 12 certain employment practices, maintaining certain employment records, and exercising certain  
 13 control over how the company's employees are paid and their working conditions. Defendant  
 14 Hannah is a citizen of Washington. Defendant Hannah has jointly employed scores of delivery  
 15 drivers within the geographic boundaries of the City of Seattle and in Washington, including  
 16 Plaintiff Wright. At all relevant times, Defendant Hannah has been married to J. Doe Hannah  
 17 and did the acts complained of in pursuit of financial gain or livelihood for himself individually  
 18 and on behalf of and for the benefit of his marital community.

19 3.37 Defendant True Management LLC. Defendant True Management LLC is a  
 20 Washington limited liability company doing business in King County, Washington. Defendant  
 21 True Management LLC has jointly employed Plaintiff Nyaris and scores of other employees in  
 22 the state of Washington.

23 3.38 Defendant Christopher Lilley. Defendant Christopher Lilley has at all relevant  
 24 times been a manager or owner of Defendant True Management LLC and has been engaged in  
 25 running the company's business, managing the company's finances, determining certain  
 26 employment practices, maintaining certain employment records, and exercising certain control  
 27 over how the company's employees are paid and their working conditions. Defendant Lilley is a



1 citizen of Washington. Defendant Lilley has jointly employed scores of delivery drivers in  
 2 Washington, including Plaintiff Nyaris. At all relevant times, Defendant Lilley has been married  
 3 to J. Doe Lilley and did the acts complained of in pursuit of financial gain or livelihood for  
 4 himself individually and on behalf of and for the benefit of his marital community.

5 3.39 Defendant B.B.W. Holdings, Inc. Defendant B.B.W. Holdings, Inc. is a Michigan  
 6 corporation doing business in King County, Washington. Defendant B.B.W. Holdings, Inc. has  
 7 jointly employed Plaintiff Hernandez and scores of other employees in the state of Washington.

8 3.40 Defendant Barry Williams. Defendant Barry Williams has at all relevant times  
 9 been a manager or owner of Defendant B.B.W. Holdings, Inc. and has been engaged in running  
 10 the company's business, managing the company's finances, determining certain employment  
 11 practices, maintaining certain employment records, and exercising certain control over how the  
 12 company's employees are paid and their working conditions. Defendant Williams has jointly  
 13 employed scores of delivery drivers in Washington, including Plaintiff Hernandez. At all relevant  
 14 times, Defendant Williams has been married to J. Doe Williams and did the acts complained of  
 15 in pursuit of financial gain or livelihood for himself individually and on behalf of and for the  
 16 benefit of his marital community.

17 3.41 Defendant Paragon Deliveries Inc. Defendant Paragon Deliveries Inc. is a  
 18 Washington corporation doing business in King County, Washington. Defendant Paragon  
 19 Deliveries Inc. has jointly employed Plaintiff Moore and scores of other employees in the state  
 20 of Washington.

21 3.42 Defendant Jordan Offutt. Defendant Jordan Offutt has at all relevant times been  
 22 a manager or owner of Defendant Paragon Deliveries Inc. and has been engaged in running the  
 23 company's business, managing the company's finances, determining certain employment  
 24 practices, maintaining certain employment records, and exercising certain control over how the  
 25 company's employees are paid and their working conditions. Defendant Offutt is a citizen of  
 26 Washington. Defendant Offutt has jointly employed scores of delivery drivers in Washington,  
 27 including Plaintiff Moore. At all relevant times, Defendant Offutt has been married to J. Doe



services for the Amazon Defendants in Washington as non-managerial and non-supervisory package delivery drivers.

4.1.4 The TEM Express Logistics Seattle Subclass. Under Civil Rule 23(a) and (b)(3), Plaintiff Stelman also brings this case as a class action against the Amazon Defendants and Defendants TEM Express Logistics LLC dba Temex Logistics and TEMPL and Toritse Orubu on behalf of a subclass defined as follows (the “TEM Express Logistics Seattle Subclass”):

All persons who, between September 30, 2019, and the date of final disposition of this action, have been paid by Defendant TEM Express Logistics LLC dba Temex Logistics and TEMPL to perform services for the Amazon Defendants in the city of Seattle as non-managerial and non-supervisory package delivery drivers.

4.1.5 The Exselon Subclass. Under Civil Rule 23(a) and (b)(3), Plaintiff Stelman also brings this case as a class action against the Amazon Defendants and Defendants Butchie Boy Productions, Inc. d/b/a Exselon, Jeffrey Butcher, and Kathryn Butcher on behalf of a subclass defined as follows (the “Exselon Subclass”):

All persons who, between September 30, 2019, and the date of final disposition of this action, have been paid by Defendant Butchie Boy Productions, Inc. d/b/a Exselon to perform services for the Amazon Defendants in Washington as non-managerial and non-supervisory package delivery drivers.

4.1.6 The Exselon Seattle Subclass. Under Civil Rule 23(a) and (b)(3), Plaintiff Stelman also brings this case as a class action against the Amazon Defendants and Defendants Butchie Boy Productions, Inc. d/b/a Exselon, Jeffrey Butcher, and Kathryn Butcher on behalf of a subclass defined as follows (the “Exselon Seattle Subclass”):

All persons who, between September 30, 2019, and the date of final disposition of this action, have been paid by Defendant Butchie Boy Productions, Inc. d/b/a Exselon to perform services for the Amazon Defendants in the city of Seattle as non-managerial and non-supervisory package delivery drivers.

1           4.1.7 The Asteroids Group Subclass. Under Civil Rule 23(a) and (b)(3), Plaintiff

2 Ochoa also brings this case as a class action against the Amazon Defendants and Defendants  
3 Asteroids Group LLC dba ASTG, Kingsley Onuchukwu, and Anahit Manukyan on behalf of a  
4 subclass defined as follows (the “Asteroids Group Subclass”):

5           All persons who, between September 30, 2019, and the date of  
6 final disposition of this action, have been paid by Defendant  
7 Asteroids Group LLC dba ASTG to perform services for the Amazon  
8 Defendants in Washington as non-managerial and non-supervisory  
package delivery drivers.

9           4.1.8 The Asteroids Group Seattle Subclass. Under Civil Rule 23(a) and (b)(3),

10 Plaintiff Ochoa also brings this case as a class action against the Amazon Defendants and  
11 Defendants Asteroids Group LLC dba ASTG, Kingsley Onuchukwu, and Anahit Manukyan on  
12 behalf of a subclass defined as follows (the “Asteroids Group Seattle Subclass”):

13           All persons who, between September 30, 2019, and the date of  
14 final disposition of this action, have been paid by Defendant  
15 Asteroids Group LLC dba ASTG to perform services for the Amazon  
16 Defendants in the city of Seattle as non-managerial and non-  
supervisory package delivery drivers.

17           4.1.9 The Benchmark Transport Subclass. Under Civil Rule 23(a) and (b)(3),

18 Plaintiff Ochoa also brings this case as a class action against the Amazon Defendants and  
19 Defendants Benchmark Transport, LLC, Damien Wagner, and Alden Radoncic (aka Alden Radd)  
20 on behalf of a subclass defined as follows (the “Benchmark Transport Subclass”):

21           All persons who, between September 30, 2019, and the date of  
22 final disposition of this action, have been paid by Defendant  
23 Benchmark Transport, LLC to perform services for the Amazon  
24 Defendants in Washington as non-managerial and non-supervisory  
package delivery drivers.

25           4.1.10 The Benchmark Transport Seattle Subclass. Under Civil Rule 23(a) and

26 (b)(3), Plaintiff Ochoa also brings this case as a class action against the Amazon Defendants and  
27



1 All persons who, between September 30, 2019, and the date of  
 2 final disposition of this action, have been paid by Defendant GoPlay  
 3 Logistics LLC to perform services for the Amazon Defendants in  
 4 Washington as non-managerial and non-supervisory package  
 delivery drivers.

5 4.1.14 The GoPlay Logistics Seattle Subclass. Under Civil Rule 23(a) and (b)(3),  
 6 Plaintiff Hollerbach also brings this case as a class action against the Amazon Defendants and  
 7 Defendants GoPlay Logistics LLC, Tracy Pellett, and Nancy Luna on behalf of a subclass defined  
 8 as follows (the “GoPlay Logistics Seattle Subclass”):

9 All persons who, between September 30, 2019, and the date of  
 10 final disposition of this action, have been paid by Defendant GoPlay  
 11 Logistics LLC to perform services for the Amazon Defendants in the  
 12 city of Seattle as non-managerial and non-supervisory package  
 delivery drivers.

13 4.1.15 The Avanator.com Subclass. Under Civil Rule 23(a) and (b)(3), Plaintiff  
 14 Weatherston also brings this case as a class action against the Amazon Defendants and  
 15 Defendants Avanator.com LLC, Richard Zech, and Nancy Luna on behalf of a subclass defined as  
 16 follows (the “Avanator.com Subclass”):

17 All persons who, between September 30, 2019, and the date of  
 18 final disposition of this action, have been paid by Defendant  
 19 Avanator.com LLC to perform services for the Amazon Defendants  
 20 in Washington as non-managerial and non-supervisory package  
 delivery drivers.

21 4.1.16 The Avanator.com Seattle Subclass. Under Civil Rule 23(a) and (b)(3),  
 22 Plaintiff Weatherston also brings this case as a class action against the Amazon Defendants and  
 23 Defendants Avanator.com LLC, Richard Zech, and Nancy Luna on behalf of a subclass defined as  
 24 follows (the “Avanator.com Seattle Subclass”):

25 All persons who, between September 30, 2019, and the date of  
 26 final disposition of this action, have been paid by Defendant  
 27 Avanator.com LLC to perform services for the Amazon Defendants

1 in the city of Seattle as non-managerial and non-supervisory  
2 package delivery drivers.

3 4.1.17 The Pole Position Express Logistics Subclass. Under Civil Rule 23(a) and  
4 (b)(3), Plaintiff Wright also brings this case as a class action against the Amazon Defendants and  
5 Defendants Pole Position Express Logistics LLC and Dennis Hannah on behalf of a subclass  
6 defined as follows (the “Pole Position Express Logistics Subclass”):

7 All persons who, between September 30, 2019, and the date of  
8 final disposition of this action, have been paid by Defendant Pole  
9 Position Express Logistics LLC to perform services for the Amazon  
10 Defendants in Washington as non-managerial and non-supervisory  
11 package delivery drivers.

12 4.1.18 The Pole Position Express Logistics Seattle Subclass. Under Civil Rule 23(a)  
13 and (b)(3), Plaintiff Wright also brings this case as a class action against the Amazon Defendants  
14 and Defendants Pole Position Express Logistics LLC and Dennis Hannah on behalf of a subclass  
15 defined as follows (the “Pole Position Express Logistics Seattle Subclass”):

16 All persons who, between September 30, 2019, and the date of  
17 final disposition of this action, have been paid by Defendant Pole  
18 Position Express Logistics LLC to perform services for the Amazon  
19 Defendants in the city of Seattle as non-managerial and non-  
20 supervisory package delivery drivers.

21 4.1.19 The True Management Subclass. Under Civil Rule 23(a) and (b)(3),  
22 Plaintiff Nyaris also brings this case as a class action against the Amazon Defendants and  
23 Defendants True Management LLC, Christopher Lilley, and Nancy Luna on behalf of a subclass  
24 defined as follows (the “True Management Subclass”):

25 All persons who, between September 30, 2019, and the date of  
26 final disposition of this action, have been paid by Defendant True  
27 Management LLC to perform services for the Amazon Defendants  
in Washington as non-managerial and non-supervisory package  
delivery drivers.





1           4.2     Numerosity. Plaintiffs believe that hundreds of persons have worked as delivery  
 2 drivers for Defendants in Washington during the proposed class period. The members of the  
 3 Class and Subclasses are each so numerous that joinder of all such members is impracticable.  
 4 Moreover, the disposition of the claims of the Class and Subclasses in a single action will  
 5 provide substantial benefits to all parties and the Court.

6           4.3     Commonality. There are numerous questions of law and fact common to  
 7 Plaintiffs and members of the Class and Subclasses. These questions include, but are not limited  
 8 to, the following:

9                   4.3.1   Whether the Amazon Defendants are joint employers of the members of  
 10 the Class and Subclasses;

11                  4.3.2   Whether Defendants have engaged in a common course of failing to  
 12 provide members of the Class and Subclasses with a ten-minute rest break for every four hours  
 13 of work;

14                  4.3.3   Whether Defendants have engaged in a common course of requiring  
 15 members of the Class and Subclasses to work more than three consecutive hours without a rest  
 16 break;

17                  4.3.4   Whether Defendants have engaged in a common course of failing to  
 18 ensure members of the Class and Subclasses have received the rest breaks to which they are  
 19 entitled;

20                  4.3.5   Whether Defendants have engaged in a common course of failing to pay  
 21 members of the Class and Subclasses an additional ten minutes of compensation for each  
 22 missed rest break;

23                  4.3.6   Whether Defendants have engaged in a common course of failing to  
 24 provide members of the Class and Subclasses with a thirty-minute meal break for every five  
 25 hours of work;

26

27

1           4.3.7 Whether Defendants have engaged in a common course of failing to  
2 ensure that members of the Class and Subclasses have received the meal breaks to which they  
3 are entitled;

4           4.3.8 Whether Defendants have engaged in a common course of failing to pay  
5 members of the Class and Subclasses an additional thirty minutes of compensation for each  
6 missed meal break;

7           4.3.9 Whether Defendants have failed to keep true and accurate time records  
8 for all hours worked by members of the Class and Subclasses;

9           4.3.10 Whether Defendants have engaged in a common course of failing to  
10 pay members of the Class and Subclasses for each hour of work;

11           4.3.11 Whether Defendants have engaged in a common course of failing to  
12 pay all overtime wages owed to members of the Class and Subclasses for hours worked in  
13 excess of forty per workweek;

14           4.3.12 Whether Defendants' failure to pay all wages owed to members of the  
15 Class and Subclasses was willful;

16           4.3.13 Whether Defendants have violated RCW 49.12.020;

17           4.3.14 Whether Defendants have violated WAC 296-126-092;

18           4.3.15 Whether Defendants have violated RCW 49.46.020;

19           4.3.16 Whether Defendants have violated RCW 49.46.090;

20           4.3.17 Whether Defendants have violated RCW 49.46.130;

21           4.3.18 Whether Defendants have violated WAC 296-128-550;

22           4.3.19 Whether Defendants have violated RCW 49.52.050;

23           4.3.20 Whether Defendants have violated WAC 296-128-010;

24           4.3.21 Whether Defendants have violated WAC 296-126-040;

25           4.3.22 Whether Defendants have violated SMC 14.20.020 and SMC  
26 14.19.035;

27

1 4.3.23 Whether Defendants have violated SMC 14.20.025;

2 4.3.24 Whether Defendants have violated SMC 14.20.030; and

3 4.3.25 The nature and extent of the injury to the Class and Subclasses.

4 4.4 Typicality. Plaintiffs' claims are typical of the claims of the Class and Subclasses.

5 All Plaintiffs performed services in the state of Washington for the Amazon Defendants as  
6 delivery drivers and have worked directly for an Amazon DSP in the state of Washington and  
7 are thus members of the Class and the respective DSP Subclass naming the DSP for which they  
8 worked. Plaintiffs Stelman, Ochoa, Hollerbach, Weatherston, and Wright performed services in  
9 the city of Seattle for the Amazon Defendants as delivery drivers and have worked directly for  
10 an Amazon DSP in the city of Seattle and thus are also members of the Seattle Subclass and the  
11 respective DSP Seattle Subclass naming the DSP for which they worked. Plaintiffs' claims, like  
12 the claims of the Class and Subclasses, arise out of the same common course of conduct by  
13 Defendants and are based on the same legal and remedial theories, including that the Amazon  
14 Defendants are joint employers of Plaintiffs and members of the Class and Subclasses under  
15 both Washington law and the Seattle Municipal Code.

16 4.5 Adequacy. Plaintiffs will fairly and adequately protect the interests of the Class  
17 and Subclasses. Plaintiffs have retained competent and capable attorneys who have significant  
18 experience in complex and class action employment law litigation. Plaintiffs and their counsel  
19 are committed to prosecuting this action vigorously on behalf of the Class and Subclasses and  
20 have the financial resources to do so. Neither Plaintiffs nor their counsel have interests that are  
21 contrary to or that conflict with those of the Class and Subclasses.

22 4.6 Predominance. Defendants have engaged in a common course of wage and hour  
23 abuse toward Plaintiffs and members of the Class and Subclasses. The common issues arising  
24 from this conduct that affect Plaintiffs and members of the Class and Subclasses predominate  
25 over any individual issues. Adjudication of these common issues in a single action has important  
26 and desirable advantages of judicial economy.

1           4.7     Superiority. Plaintiffs and members of the Class and Subclasses have suffered  
 2 and will continue to suffer harm and damages as a result of Defendants' unlawful and wrongful  
 3 conduct. Absent a class action, however, most members of the Class and Subclasses likely  
 4 would find the cost of litigating their claims prohibitive. Class treatment is superior to multiple  
 5 individual suits or piecemeal litigation because it conserves judicial resources, promotes  
 6 consistency and efficiency of adjudication, provides a forum for small claimants, and deters  
 7 illegal activities. There will be no significant difficulty in the management of this case as a class  
 8 action. The members of the Class and Subclasses are readily identifiable from Defendants'  
 9 records.

## 10                                   **V.       SUMMARY OF FACTUAL ALLEGATIONS**

11           5.1     Common Course of Conduct: Joint Employment. The Amazon Defendants are  
 12 joint employers of all delivery drivers in Washington who have worked directly for an Amazon  
 13 Delivery Service Provider that has a Delivery Provider agreement with Amazon. The following  
 14 facts, among many others, show that the Amazon Defendants are joint employers of Plaintiffs  
 15 and members of the Class and Subclasses:

16                   5.1.1   The Amazon Defendants instruct Plaintiffs and members of the Class and  
 17 Subclasses regarding what packages to deliver, on what days to deliver those packages, and in  
 18 what order to deliver those packages. The drivers must perform these duties while driving  
 19 Amazon branded delivery vehicles, wearing Amazon branded uniforms, using Amazon "Rabbit"  
 20 or other Amazon delivery devices, and acting on the direction of Amazon. Indeed, Plaintiffs and  
 21 members of the Class and Subclasses have been dependent on Amazon for virtually every  
 22 aspect of their jobs, including the existence of the job itself. Although Plaintiffs and members of  
 23 the Class and Subclasses work for so-called Delivery Service Providers on Amazon routes, the  
 24 Amazon Defendants have retained control over the manner and means by which Plaintiffs and  
 25 members of the Class and Subclasses perform their jobs.

26                   5.1.2   The Amazon Defendants control driver schedules and work hours by,  
 27 among other things, (1) requiring drivers to arrive at an Amazon distribution center, where they

1 pick up Amazon packages, at or near the beginning of their shifts, (2) requiring drivers to load  
2 packages into Amazon-branded vans, (3) requiring drivers to scan all packages using the  
3 Amazon Rabbit or other Amazon delivery device, (4) requiring drivers to deliver packages within  
4 certain time frames, (5) requiring drivers to use the Mentor application installed on the Amazon  
5 Rabbit or other electronic device to track their driving habits, delivery speed, and nearly every  
6 other movement throughout their shift; and (6) requiring drivers to return to the Amazon  
7 distribution center at the end of each day with any undelivered packages.

8           5.1.3 The Amazon Defendants require drivers to abide by certain delivery rules  
9 and procedures.

10           5.1.4 The Amazon Defendants require drivers to inform Amazon officials when  
11 they cannot deliver packages by calling Amazon Transportation Operations Center (“TOC”).

12           5.1.5 The Amazon Defendants require drivers to follow all Amazon TOC  
13 instructions.

14           5.1.6 The Amazon Defendants provide orientation and training to the drivers  
15 on the use of the “Rabbit” device and Amazon delivery software and calling Amazon TOC.

16           5.1.7 The Amazon Defendants maintain detailed records of each driver’s status  
17 and package delivery times.

18           5.1.8 The Amazon Defendants direct drivers to take pictures of packages in the  
19 position where they have been delivered and to inform Amazon officials when packages are not  
20 delivered.

21           5.1.9 The work of drivers is one step—collecting and delivering packages—in  
22 the sequence of steps necessary to Amazon’s business model. This job does not require  
23 specialized skills or a high degree of judgment.

24           5.1.10 The process for package delivery can pass from one delivery contractor  
25 to another without any material changes. Regardless of who acts as the delivery contractor, the  
26 work directed by Amazon remains the same.  
27

1           5.1.11 The drivers use the premises and equipment of the Amazon Defendants  
2 for their work. Plaintiffs and members of the Class and Subclasses regularly start and end their  
3 delivery routes at Amazon warehouses. They interact with Amazon warehouse workers when  
4 sorting packages and at the beginning and end of their route.

5           5.1.12 The Amazon Defendants require drivers to return any undelivered  
6 packages (“concessions”) to the Amazon warehouse from which the packages were picked up.

7           5.1.13 The Amazon Defendants have made a considerable investment in  
8 equipment and materials necessary for the work of Plaintiffs and members of the Class and  
9 Subclasses. Among other things, Amazon provides Rabbits and other electronic devices for  
10 drivers to record their work time and deliveries, customer service department employees to  
11 handle customer complaints and inquiries, the package delivery infrastructure in which drivers  
12 work, and the warehouses necessary for the drivers’ work.

13           5.1.14 Plaintiffs and members of the Class and Subclasses have no opportunity  
14 for profit or loss depending on their managerial skill.

15           5.1.15 The economic reality is that Plaintiffs and members of the Class and  
16 Subclasses are dependent on Amazon—the entity to which they render package pick-up and  
17 delivery services—for virtually every aspect of their jobs.

18           5.1.16 The package pick-up and delivery services of Plaintiffs and members of  
19 the Class and Subclasses are an integral part of Amazon’s business.

20           5.2 Common Course of Conduct: Failure to Provide Proper Rest Breaks. Defendants  
21 have engaged in a common course of failing to provide members of the Class and Subclasses  
22 with a paid ten-minute rest break for every four hours of work.

23           5.2.1 Defendants have engaged in a common course of requiring or permitting  
24 members of the Class and Subclasses to work more than three consecutive hours without a rest  
25 break.

26           5.2.2 Defendants have engaged in a common course of failing to ensure  
27 members of the Class and Subclasses have taken the rest breaks to which they are entitled.

1           5.2.3 Defendants have engaged in a common course of failing to provide  
2 members of the Class and Subclasses with ten minutes of additional pay for each missed rest  
3 break.

4           5.2.4 Defendants' delivery drivers do not have time to take rest breaks because  
5 their routes are very busy, often requiring delivery of 200 to 300 packages per day, and  
6 Defendants have no system in place to relieve employees during busy periods in order for the  
7 employees to take rest breaks.

8           5.2.5 Defendants' delivery drivers are frequently unable to even stop to use a  
9 restroom during the entirety of their shifts because there is so much pressure from Defendants  
10 to deliver a high volume of packages in as little time as possible. Consequently, drivers must  
11 resort to urinating in bottles or cans in their delivery vans or relieving themselves along the side  
12 of the road or in wooded areas. Some drivers have found bottles of urine or bags of excrement  
13 left behind by other drivers in delivery vans, totes, or in Amazon warehouses. Other drivers  
14 have even been instructed by supervisors not to stop for restroom breaks but to instead urinate  
15 into bottles in their vans so they can complete all of their deliveries on time.

16           5.2.6 Defendants have had actual or constructive knowledge of the fact that  
17 hourly paid employees do not receive ten-minute rest breaks for every four hours of work,  
18 must work more than three consecutive hours without a rest break, and do not receive ten  
19 minutes of additional pay for each rest break they miss.

20           5.3 Common Course of Conduct: Failure to Provide Proper Meal Breaks. Defendants  
21 have engaged in, and continue to engage in, a common course of failing to provide their hourly  
22 paid employees with an uninterrupted, thirty-minute meal break for every five hours of work  
23 and requiring or permitting their hourly paid employees to work more than five consecutive  
24 hours without a meal break.

25           5.3.1 Defendants have engaged in a common course of requiring or permitting  
26 members of the Class and Subclasses to work more than five consecutive hours without a meal  
27 break.

1           5.3.2 Defendants have engaged in a common course of failing to ensure  
2 members of the Class and Subclasses have taken the meal breaks to which they are entitled.

3           5.3.3 Defendants have engaged in a common course of failing to provide  
4 members of the Class and Subclasses with thirty minutes of additional pay for each missed meal  
5 break.

6           5.3.4 Plaintiffs and members of the Class and Subclasses regularly are unable  
7 to take the full, thirty-minute meal breaks to which they are entitled because of how many  
8 packages they must deliver.

9           5.3.5 Plaintiffs and members of the Class and Subclasses often eat only while  
10 on-the-go to ensure they can complete all their necessary work.

11           5.3.6 Defendants have had actual or constructive knowledge of the fact that  
12 hourly paid employees do not receive uninterrupted, thirty-minute meal breaks for every five  
13 hours of work and are required or permitted to work more than five consecutive hours without  
14 a meal break.

15           5.4 Common Course of Conduct: Failure to Pay for All Hours Worked. Defendants  
16 have engaged in a common course of failing to pay Plaintiffs and members of the Class and  
17 Subclasses for each hour worked. Defendants have also engaged in a common course of failing  
18 to pay Plaintiffs and members of the Class and Subclasses for off-the-clock work that the  
19 Amazon Defendants suffered, permitted, or required the drivers to perform.

20           5.4.1 Before clocking in for their shifts, Plaintiffs and members of the Class and  
21 Subclasses were required to perform work off the clock, including safety checks on delivery  
22 vans; moving delivery vans from one location to another; and driving delivery vans from off-site  
23 parking lots where vans were stored to the Amazon distribution warehouse at a separate  
24 location to pick up packages for delivery. Plaintiffs and members of the Class and Subclasses  
25 were not allowed to clock in for their shift until after they performed this work or after they  
26 arrived at the second location.



1           5.4.2 At the end of every shift, Plaintiffs and members of the Class and  
2 Subclasses were required to return to the Amazon warehouse with any undelivered packages.  
3 Plaintiffs and members of the Class and Subclasses were required to clock out before  
4 performing end-of-shift activities, including debriefing dispatchers and warehouse workers;  
5 conducting post-trip inspections, and driving delivery vans back to the location where the vans  
6 were stored.

7           5.4.3 As a result of Defendants' common course of suffering, permitting, or  
8 requiring Plaintiffs and members of the Class and Subclasses to perform off-the-clock work,  
9 Defendants have failed to pay Plaintiffs and members of the Class and Subclasses for all hours  
10 worked.

11           5.4.4 Defendants have had actual or constructive knowledge of the fact that  
12 they have not paid Plaintiffs and members of the Class and Subclasses for all hours worked.

13           5.5 Common Course of Conduct: Failure to Pay Overtime Wages. Defendants have  
14 engaged in a common course of failing to pay proper overtime wages to members of the Class  
15 and Subclasses.

16           5.5.1 Members of the Class and Subclasses are entitled to one and one-half  
17 times the regular rate of pay for all hours worked in excess of forty hours per week.

18           5.5.2 Defendants did not pay overtime compensation to the members of the  
19 Class and Subclasses for the unpaid hours described in Paragraph 5.4 above.

20           5.5.3 The Amazon Defendants failed to pay Plaintiffs and members of the Class  
21 and Subclasses one and one-half times the regular rate of pay for all hours worked in excess of  
22 forty hours per week. Plaintiffs and members of the Class and Subclasses regularly worked  
23 more than forty hours per week, but the Amazon Defendants did not properly compensate  
24 them for all overtime hours worked.

25           5.5.4 The Amazon Defendants refuse to recognize Plaintiffs and members of  
26 the Class and Subclasses as employees and thus fails to pay them overtime wages when they  
27 work more than 40 hours per week.

5.5.5 The Amazon Defendants fail to pay their Delivery Service Providers a sufficient amount to ensure the Delivery Service Providers pay all required overtime wages to second-tier delivery drivers.

5.5.6 Defendants' failure to compensate employees for missed rest and meal breaks also results in Defendants' failure to pay members of the Class and Subclasses all required overtime wages when the missed rest and meal breaks extend the hours worked in a week beyond forty.

5.5.7 Defendants have had actual or constructive knowledge of the fact that members of the Class and Subclasses were not properly compensated for all overtime hours worked.

## **VI. FIRST CLAIM FOR RELIEF**

### **(Violations of RCW 49.12.020 and WAC 296-126-092 — Failure to Provide Rest Periods)**

6.1 Plaintiffs reallege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

6.2 RCW 49.12.010 provides that "[t]he welfare of the state of Washington demands that all employees be protected from conditions of labor which have a pernicious effect on their health. The state of Washington, therefore, exercising herein its police and sovereign power declares that inadequate wages and unsanitary conditions of labor exert such pernicious effect."

6.3 RCW 49.12.020 provides that "[i]t shall be unlawful to employ any person in any industry or occupation within the state of Washington under conditions of labor detrimental to their health."

6.4 Under RCW 49.12.005 and WAC 296-126-002, "conditions of labor" "means and includes the conditions of rest and meal periods" for employees.

6.5 WAC 296-126-092 provides that employees shall be allowed certain paid rest periods during their shifts.

1           6.6     Under Washington law, Defendants have an obligation to provide employees  
2 with the rest breaks to which they are entitled.

3           6.7     Under Washington law, Defendants have an obligation to ensure that employees  
4 take the rest breaks to which they are entitled.

5           6.8     Under Washington law, Defendants have an obligation to provide employees  
6 with ten minutes of additional pay for each missed rest break.

7           6.9     By the actions alleged above, Defendants have violated the provisions of RCW  
8 49.12.020 and WAC 296-126-092.

9           6.10    As a result of the unlawful acts of Defendants, Plaintiffs and members of the  
10 Class and Subclasses have been deprived of compensation in amounts to be determined at trial,  
11 and Plaintiffs and members of the Class and Subclasses are entitled to the recovery of such  
12 damages, including interest thereon, attorneys' fees under RCW 49.48.030, and costs.

## 13                                   **VII.     SECOND CLAIM FOR RELIEF**

### 14           **(Violations of RCW 49.12.020 and WAC 296-126-092 — Failure to Provide Meal Periods)**

15           7.1     Plaintiffs reallege and incorporate by reference each and every allegation set  
16 forth in the preceding paragraphs.

17           7.2     RCW 49.12.010 provides that "[t]he welfare of the state of Washington demands  
18 that all employees be protected from conditions of labor which have a pernicious effect on  
19 their health. The state of Washington, therefore, exercising herein its police and sovereign  
20 power declares that inadequate wages and unsanitary conditions of labor exert such pernicious  
21 effect."

22           7.3     RCW 49.12.020 provides that "[i]t shall be unlawful to employ any person in any  
23 industry or occupation within the state of Washington under conditions of labor detrimental to  
24 their health."

25           7.4     Under RCW 49.12.005 and WAC 296-126-002, "conditions of labor" "means and  
26 includes the conditions of rest and meal periods" for employees.

7.5 WAC 296-126-092 provides that employees shall be allowed certain meal periods during their shifts, and the meal periods shall be on the employer's time when the employee is required by the employer to remain on duty on the premises or at a prescribed work site in the interest of the employer.

7.6 Under Washington law, Defendants have an obligation to provide employees with the meal breaks to which they are entitled.

7.7 Under Washington law, Defendants have an obligation to ensure that employees take the meal breaks to which they are entitled.

7.8 Under Washington law, Defendants have an obligation to provide employees with thirty minutes of additional pay for each missed meal break.

7.9 By the actions alleged above, Defendants have violated the provisions of RCW 49.12.020 and WAC 296-126-092.

7.10 As a result of the unlawful acts of Defendants, Plaintiffs and members of the Class and Subclasses have been deprived of compensation in amounts to be determined at trial, and Plaintiffs and members of the Class and Subclasses are entitled to the recovery of such damages, including interest thereon, attorneys' fees under RCW 49.48.030, and costs.

#### **VIII. THIRD CLAIM FOR RELIEF**

##### **(Violations of RCW 49.46.090 — Payment of Wages Less than Entitled)**

8.1 Plaintiffs reallege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

8.2 RCW 49.46.090 provides that "[a]ny employer who pays any employee less than the amounts to which such employee is entitled under or by virtue of [the Washington Minimum Wage Act], shall be liable to such employee affected for the full amount due to such employee under this chapter, less any amount actually paid to such employee by the employer, and for costs and such reasonable attorney's fees as may be allowed by the court."

8.3 By the actions alleged above, Defendants have violated the provisions of RCW 49.46.090, including by failing to pay wages to members of the Class and Subclasses for missed rest and meal breaks and for all hours worked.

8.4 As a result of the unlawful acts of Defendants, Plaintiffs and members of the Class and Subclasses have been deprived of compensation in amounts to be determined at trial, and Plaintiffs and members of the Class and Subclasses are entitled to the recovery of such damages, including interest thereon, as well as attorneys' fees and costs under RCW 49.46.090.

#### **IX. FOURTH CLAIM FOR RELIEF**

##### **(Violations of RCW 49.46.130 – Failure to Pay Overtime Wages)**

9.1 Plaintiffs reallege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

9.2 RCW 49.46.130 provides that “no employer shall employ any of his or her employees for a workweek longer than forty hours unless such employee receives compensation for his or her employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he or she is employed.”

9.3 By the actions alleged above, Defendants have violated the provisions of RCW 49.46.130 by failing to pay proper overtime wages to members of the Class and Subclasses, including but not limited to during workweeks in which missed rest and meal break time extended the workweek beyond forty hours.

9.4 By the actions alleged above, Defendants have also violated the provisions of RCW 49.46.130 by failing to pay proper overtime wages to members of the Class and Subclasses during workweeks in which those employees worked over forty hours but were not properly compensated for all hours worked.

9.5 As a result of the unlawful acts of Defendants, Plaintiffs and members of the Class and Subclasses have been deprived of compensation in amounts to be determined at trial, and Plaintiffs and members of the Class and Subclasses are entitled to recovery of such damages, including interest thereon, as well as attorneys' fees and costs under RCW 49.46.090.

**X. FIFTH CLAIM FOR RELIEF**

**(Violations of RCW 49.52.050 — Willful Refusal to Pay Wages)**

10.1 Plaintiffs reallege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

10.2 RCW 49.52.050 provides that “[a]ny employer or officer, vice principal or agent of any employer . . . who . . . [w]ilfully and with intent to deprive the employee of any part of his or her wages, shall pay any employee a lower wage than the wage such employer is obligated to pay such employee by any statute, ordinance, or contract” shall be guilty of a misdemeanor.

10.3 Defendants’ violations of RCW 49.12.020, WAC 296-126-092, RCW 49.46.090, RCW 49.46.130, and WAC 296-126-028 were willful and constitute violations of RCW 49.52.050.

10.4 RCW 49.52.070 provides that any employer who violates the provisions of RCW 49.52.050 shall be liable in a civil action for twice the amount of wages withheld, attorneys’ fees, and costs.

10.5 As a result of the willful, unlawful acts of Defendants, Plaintiffs and members of the Class and Subclasses have been deprived of compensation in amounts to be determined at trial and Plaintiffs and members of the Class and Subclasses are entitled to recovery of twice such damages, including interest thereon, as well as attorneys’ fees and costs under RCW 49.52.070.

**XI. SIXTH CLAIM FOR RELIEF**

**(Violations of SMC 14.20.020 and SMC 14.19.035 — Failure to Pay All Compensation Owed)**

11.1 Plaintiffs reallege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

11.2 SMC 14.20.020 provides that “[a]n employer shall pay all compensation owed to an employee by reason of employment on an established regular pay day at no longer than monthly payment intervals.”

1           11.3   SMC 14.20.025 provides that each time compensation is paid, an employer shall  
2 give written notice to the employee of all hours worked and all deductions taken by the  
3 employer for that pay period.

4           11.4   SMC 14.20.030 provides that the employer must also retain payroll records that  
5 document all hours worked by each employee, including straight-time and overtime hours, and  
6 records of all deductions taken from the employee's wages each pay period.

7           11.5   SMC 14.20.045 provides that the failure of an employer to comply with any  
8 requirement imposed upon it under Chapter 14.20 ("Wage Theft Ordinance") constitutes a  
9 violation of the ordinance.

10          11.6   SMC 14.20.090(A) provides that "any person or class of persons that suffers  
11 financial injury as a result of a violation of [the Wage Theft Ordinance] . . . may be awarded  
12 reasonable attorney fees and costs and such legal or equitable relief as may be appropriate to  
13 remedy the violation including, without limitation, the payment of any unpaid compensation  
14 plus interest due to the person and liquidated damages in an additional amount of up to twice  
15 the unpaid compensation . . . ."

16          11.7   Under the MWO, employers must pay employees who work in Seattle no less  
17 than the applicable minimum for each hour of work. See SMC 14.19.030–040.

18          11.8   The Amazon Defendants and Defendants TEM Express Logistics LLC dba Temex  
19 Logistics and TEMPL, Toritse Orubu, Butchie Boy Productions, Inc. d/b/a Exselon, Jeffrey Butcher,  
20 Kathryn Butcher, Asteroids Group LLC dba ASTG, Kingsley Onuchukwu, Anahit Manukyan,  
21 Benchmark Transport, LLC, Damien Wagner, Alden Radoncic (aka Alden Radd), GoPlay Logistics  
22 LLC, Tracy Pellett, and Nancy Luna are employers under the Seattle Wage Theft Ordinance and  
23 Seattle Minimum Wage Ordinance.

24          11.9   By the actions alleged above, the Amazon Defendants and Defendants TEM  
25 Express Logistics LLC dba Temex Logistics and TEMPL, Toritse Orubu, Butchie Boy Productions,  
26 Inc. d/b/a Exselon, Jeffrey Butcher, Kathryn Butcher, Asteroids Group LLC dba ASTG, Kingsley  
27 Onuchukwu, Anahit Manukyan, Benchmark Transport, LLC, Damien Wagner, Alden Radoncic

(aka Alden Radd), GoPlay Logistics LLC, Tracy Pellett, and Nancy Luna have violated the provisions of SMC 14.20.020 and SMC 14.19.030–040.

11.10 As a result of the unlawful acts of the Amazon Defendants and Defendants TEM Express Logistics LLC dba Temex Logistics and TEMPL, Toritse Orubu, Butchie Boy Productions, Inc. d/b/a Exselon, Jeffrey Butcher, Kathryn Butcher, Asteroids Group LLC dba ASTG, Kingsley Onuchukwu, Anahit Manukyan, Benchmark Transport, LLC, Damien Wagner, Alden Radoncic (aka Alden Radd), GoPlay Logistics LLC, Tracy Pellett, and Nancy Luna, Plaintiffs Stelman, Ochoa, Hollerbach, Weatherston, and Wright and members of the Seattle Subclass and the TEM Express Logistics Seattle Subclass, Exselon Seattle Subclass, Asteroids Group Seattle Subclass, Benchmark Transport Seattle Subclass, and GoPlay Logistics Seattle Subclass (collectively, the “DSP Seattle Subclasses”), have been deprived of compensation in amounts to be determined at trial, and Plaintiffs Stelman, Ochoa, Hollerbach, Weatherston, and Wright and members of the Seattle Subclass and DSP Seattle Subclasses are entitled to the recovery of such damages, including interest thereon, an additional amount of twice the unpaid compensation, and attorneys’ fees and costs under SMC 14.20.090 and SMC 14.19.110.

## XII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on their own and on behalf of the members of the Class and Subclasses, pray for judgment against Defendants as follows:

- A. Certify the proposed Class and Subclasses;
- B. Appoint Plaintiffs as representatives of the Class;
- C. Appoint Plaintiffs Rebecca Stelman, Mark Ochoa, Caitlyn Hollerbach, Louis Weatherston, and Demetries Wright as representatives of the Seattle Subclass;
- D. Appoint Plaintiff Rebecca Stelman as representative of the TEM Express Logistics Subclass, TEM Express Logistics Seattle Subclass, Exselon Subclass, and Exselon Seattle Subclass;
- E. Appoint Plaintiff Mark Ochoa as representative of the Asteroids Group Subclass, Asteroids Group Seattle Subclass, Benchmark Transport Subclass, and Benchmark Transport Seattle Subclass;



1 F. Appoint Plaintiff Ian Coleman as representative of the Total Package Logistics  
2 Subclass and Aslar Logistics Subclass;

3 G. Appoint Plaintiff Caitlyn Hollerbach as representative of the GoPlay Logistics  
4 Subclass and GoPlay Logistics Seattle Subclass;

5 H. Appoint Plaintiff Louis Weatherston as representative of the Avanator.com  
6 Subclass and Avanator.com Seattle Subclass;

7 I. Appoint Plaintiff Demetries Wright as representative of the Pole Position Express  
8 Logistics Subclass and Pole Position Express Logistics Seattle Subclass;

9 J. Appoint Plaintiff Jonas Nyaris as representative of the True Management  
10 Subclass;

11 K. Appoint Plaintiff Janni Samuel as representative of the Aslar Logistics Subclass;

12 L. Appoint Plaintiff Maira Hernandez as representative of the B.B.W. Holdings  
13 Subclass;

14 M. Appoint Plaintiff Lindsay Moore as representative of the Paragon Deliveries  
15 Subclass;

16 N. Appoint the undersigned attorneys as counsel for the Class and Subclasses;

17 O. Declare that Defendants' actions complained of herein violate RCW 49.46.020,  
18 RCW 49.46.090, RCW 49.46.130, RCW 49.12.020, WAC 296-126-092, RCW 49.52.050, SMC  
19 14.19.030–040, and SMC 14.20.020;

20 P. Award compensatory and exemplary damages to Plaintiffs and members of the  
21 Class and Subclasses for violation of Washington's wage and hour laws, in amounts to be  
22 proven at trial;

23 Q. Award compensatory and exemplary damages to Plaintiffs and members of the  
24 Subclasses for violation of the city of Seattle's wage and hour laws, in amounts to be proven at  
25 trial;

26 R. Award Plaintiffs and the Class and Subclasses attorneys' fees and costs, as  
27 allowed by law;

1 S. Award Plaintiffs and members of the Class and Subclasses prejudgment and  
2 post-judgment interest, as provided by law;

3 T. Permit Plaintiffs and members of the Class and Subclasses leave to amend the  
4 complaint to conform to the evidence presented at trial; and

5 U. Grant such other and further relief as the Court deems necessary, just, and  
6 proper.

7 RESPECTFULLY SUBMITTED AND DATED this 30th day of September, 2022.

8 TERRELL MARSHALL LAW GROUP PLLC

9 By: /s/Toby J. Marshall, WSBA #32726

10 Toby J. Marshall, WSBA #32726  
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11 Erika L. Nusser, WSBA #40854  
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14 Seattle, Washington 98103  
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21 Pasadena, California 91103  
Telephone: (818) 230-7502  
22 Facsimile: (818) 230-7259

23 *Attorneys for Plaintiffs and the Proposed Class*  
24  
25  
26  
27

FILED  
2022 SEP 30 01:00 PM  
KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED  
CASE #: 22-2-15880-8 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
COUNTY OF KING

REBECCA STELMAN, MARK OCHOA, IAN  
COLEMAN, CAITLYN HOLLERBACH, LOUIS  
WEATHERSTON, DEMETRIES WRIGHT, JONAS  
NYARIS, JANNI SAMUEL, MAIRA HERNANDEZ,  
and LINDSAY MOORE, individually and on  
behalf of all others similarly situated;

Plaintiffs,

v.

AMAZON.COM INC.; AMAZON LOGISTICS,  
INC.; TEM EXPRESS LOGISTICS LLC dba TEMEX  
LOGISTICS and TEML, a Washington limited  
liability company; TORITSE ORUBU,  
individually and on behalf of the marital  
community composed of TORITSE ORUBU  
and J. DOE ORUBU; BUTCHIE BOY  
PRODUCTIONS, INC. d/b/a EXSELON, a  
Washington corporation; JEFFREY BUTCHER,  
individually and on behalf of the marital  
community composed of JEFFREY BUTCHER  
and KATHRYN BUTCHER; KATHRYN BUTCHER,  
individually and on behalf of the marital  
community composed of KATHRYN BUTCHER  
and JEFFREY BUTCHER; ASTEROIDS GROUP  
LLC dba ASTG, a Washington limited liability  
company; KINGSLEY ONUCHUKWU,  
individually and on behalf of the marital  
community composed of KINGSLEY  
ONUCHUKWU and J. DOE ONUCHUKWU;  
ANAHIT MANUKYAN, individually and on  
behalf of the marital community composed of

NO.

**SUMMONS (20 DAY)**

1 ANAHIT MANUKYAN and J. DOE MANUKYAN;  
 2 BENCHMARK TRANSPORT, LLC, a Washington  
 3 limited liability company; DAMIEN WAGNER,  
 4 individually and on behalf of the marital  
 5 community composed of DAMIEN WAGNER  
 6 and J. DOE WAGNER; ALDEN RADONCIC (aka  
 7 ALDEN RADD), individually and on behalf of  
 8 the marital community composed of ALDEN  
 9 RADONCIC and J. DOE RADONCIC; THE TOTAL  
 10 PACKAGE LOGISTICS, LLC, a Washington  
 11 limited liability company; JEREMY FIXLER,  
 12 individually and on behalf of the marital  
 13 community composed of JEREMY FIXLER and  
 14 HEATHER FIXLER; HEATHER FIXLER  
 15 individually and on behalf of the marital  
 16 community composed of HEATHER FIXLER  
 17 and JEREMY FIXLER; NANCY LUNA,  
 18 individually and on behalf of the marital  
 19 community composed of NANCY LUNA and J.  
 20 DOE LUNA; ASLAR LOGISTICS LLC, a  
 21 Washington limited liability company; LAURA  
 22 JOHNSON, individually and on behalf of the  
 23 marital community composed of LAURA  
 24 JOHNSON and JOSHUA JOHNSON; JOSHUA  
 25 JOHNSON, individually and on behalf of the  
 26 marital community composed of JOSHUA  
 27 JOHNSON and LAURA JOHNSON; GOPLAY  
 LOGISTICS LLC, a Washington limited liability  
 company; TRACY PELLETT, individually and on  
 behalf of the marital community composed of  
 TRACY PELLETT and J. DOE PELLETT;  
 AVANATOR.COM LLC, a Washington limited  
 liability company; RICHARD ZECH, individually  
 and on behalf of the marital community  
 composed of RICHARD ZECH and J. DOE ZECH;  
 POLE POSITION EXPRESS LOGISTICS LLC, a  
 Washington limited liability company; DENNIS  
 HANNAH, individually and on behalf of the  
 marital community composed of DENNIS  
 HANNAH and J. DOE HANNAH; TRUE  
 MANAGEMENT LLC, a Washington limited  
 liability company; CHRISTOPHER LILLEY,  
 individually and on behalf of the marital  
 community composed of CHRISTOPHER

1 LILLEY and J. DOE LILLEY; B.B.W. HOLDINGS,  
2 INC., a Michigan corporation; BARRY  
3 WILLIAMS, individually and on behalf of the  
4 marital community composed of BARRY  
5 WILLIAMS and J. DOE WILLIAMS; PARAGON  
6 DELIVERIES INC., a Washington corporation;  
7 and JORDAN OFFUTT, individually and on  
8 behalf of the marital community composed of  
9 JORDAN OFFUTT and J. DOE OFFUTT;

Defendants.

10 TO: AMAZON LOGISTICS, INC.:

11 A lawsuit has been started against you in the above-entitled court by the Plaintiffs. The  
12 Plaintiffs' claims are stated in the written complaint, a copy of which is served upon you with  
13 this summons.

14 In order to defend against this lawsuit, you must respond to the complaint by stating  
15 your defense in writing, and by serving a copy upon the person signing this summons within 20  
16 days after the service of this summons, excluding the day of service, or a default judgment may  
17 be entered against you without notice. A default judgment is one where Plaintiffs are entitled  
18 to what has been asked for because you have not responded. If you serve a notice of  
19 appearance on the undersigned person, you are entitled to notice before a default judgment  
20 may be entered.

21 You may demand that Plaintiffs file this lawsuit with the Court. If you do so, the demand  
22 must be in writing and must be served upon Plaintiffs. Within fourteen (14) days after you serve  
23 the demand, Plaintiffs must file this lawsuit with the Court, or the service on you of this  
24 Summons and Complaint will be void.

25 If you wish to seek the advice of an attorney in this matter, you should do so promptly  
26 so that your written response, if any, may be served on time.

1 THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules of the  
2 State of Washington.

3 RESPECTFULLY SUBMITTED AND DATED this 30th day of September, 2022.

4 TERRELL MARSHALL LAW GROUP PLLC

5 By: /s/Toby J. Marshall, WSBA #32726

6 Toby J. Marshall, WSBA #32726

7 Email: tmarshall@terrellmarshall.com

8 Erika L. Nusser, WSBA #40854

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10 Eric R. Nusser, WSBA #51513

11 Email: eric@terrellmarshall.com

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13 Seattle, Washington 98103

14 Telephone: (206) 816-6603

15 Facsimile: (206) 319-5450

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19 Email: dhan@justicelawcorp.com

20 Shunt Tatavos-Gharajeh, WSBA #59424

21 Email: statavos@justicelawcorp.com

22 751 North Fair Oaks Avenue, Suite 101

23 Pasadena, California 91103

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26 *Attorneys for Plaintiffs and the Proposed Class*

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Plaintiffs,

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ANAHIT MANUKYAN, individually and on  
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Defendants.

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11 A lawsuit has been started against you in the above-entitled court by the Plaintiffs. The  
12 Plaintiffs' claims are stated in the written complaint, a copy of which is served upon you with  
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14 In order to defend against this lawsuit, you must respond to the complaint by stating  
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26 *Attorneys for Plaintiffs and the Proposed Class*